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ABSTRACT

The collective bargaining agreement between New York Institute of Technology and the Council of Metropolitan and Old Westbury chapters (220 members) of the American Association of University Professors (AAUP) covering the period September 1, 1983-August 31, 1986 is presented. Items covered in the agreement include: definitions and recognition of AAUP; Institute rights, AAUP rights; deduction of professional dues, fees, and assessments; guarantee of rights; salaries; sick leave, emergency leave; maternity leave, jury duty, military service; holidays; sabbatical leaves; tuition remission; medical, disability, and life insurance; unemployment insurance; retirement plan; disability benefits; participation; correlation of academic staff job classification with equivalent faculty ranks; academic criteria for appointment and promotion; procedures for appointment, reappointment, and promotion; academic freedom and tenure; reduction in force; academic senate; academic organization; grievance and arbitration procedures; work or business interruption; exchange of information; faculty resignations; and separability. (SW)

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AGREEMENT

entered into between
NEW YORK INSTITUTE OF TECHNOLOGY
and
THE COUNCIL OF METROPOLITAN AND OLD WESTBURY CHAPTERS OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS AT THE NEW YORK INSTITUTE OF TECHNOLOGY

SEPTEMBER 1, 1983, UNTIL AUGUST 31,1986

HE018449

U.S. DEPARTMENT OF EDUCATION
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AGREEMENT entered into this 9th day of January, 1984, between NEW YORK INSTITUTE OF TECHNOLOGY and THE COUNCIL OF METROPOLITAN AND OLD WESTBURY CHAPTERS OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS AT THE NEW YORK INSTITUTE OF TECHNOLOGY.

WITNESSETH:

WHEREAS, the intent and purpose of this Agreement are to provide to the Institute's student body career-oriented collegiate education at reasonable costs consistent with instruction and guidance of excellent quality, thus moderating the growing economic burden on students and their families, and to promote increasingly high standards of academic achievement in every phase of the Institute's special mission in higher education, and

WHEREAS, the intent and purpose of this Agreement are to promote and improve the quality and effectiveness of education at the Institute, the parties to this Agreement concur that these objectives can be materially achieved through the amicable adjustment of matters of mutual interest through the establishment of basic understandings relating to personnel policies, practices and procedures, and matters affecting other conditions of employment relating to wages and hours, and

WHEREAS, it is recognized by the parties that mutual benefits are to be derived from a continual improvement in the position of the Institute as an institution of higher learning, that the faculty is expected to advise in developing educational programs and make recommendations to the President of the Institute, it being understood that final decisions on all such matters are solely within the jurisdiction of the Board of Trustees of the Institute.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

ARTICLE I

DEFINITIONS

As used in this Agreement:

(i) "Board" means the Board of Trustees of the New York Institute of Technology.

(ii) "Council" means the New York Institute of Technology Council of Metropolitan and Old Westbury Chapters of the American Association of University Professors.

(iii) "Chapter" means the Metropolitan or the Old Westbury Chapter of the American Association of University Professors.

(iv) "Institute" means the New York Institute of Technology.

(v) "Chancellor" means the Chancellor of the Institute.

(vi) "President" means the President of the Institute.

(vii) "Provost" means the Provost and Executive Vice President.

(viii) "Academic Vice President" means the Senior Vice President for Academic Affairs.

(ix) "Dean/Center Director" means administrative leader of an academic unit encompassing a single or several disciplines.

(x) "Academic Officers" means the Chancellor, the President, the Executive Vice President, the Academic Vice President, Dean/Center Directors, Associate Deans, and persons, other than members of the bargaining unit, appointed by the Board or the President whose primary functions are administrative and supervisory.

(xi) "Regular full-time members of the instructional and research faculty in a presently established academic center" means all persons represented for purposes of collective bargaining by the Council, as defined in Article II (Recognition) of this Agreement, who teach and/or do research and who are not regular part-time members of the instructional and research faculty or members of the academic staff.

(xii) "Regular part-time members of the instructional and research faculty" means all persons represented for purposes of collective bargaining by the Council, as defined in Article II (Recognition) of this Agreement, who teach and/or do research and who are not regular full-time members of the instructional and research faculty or members of the academic staff, and who have taught a minimum of 12 ELH per academic year at the Institute for three (3) consecutive years or more.

(xiii) "Faculty" means all regular full-time and regular part-time members of the instructional and research faculty.

(xiv) "Regular full-time members of the academic-ranked professional staff" means all persons represented for purposes of collective bargaining by the Council, as defined in Article II (Recognition) of this Agreement, including members of the professional staff of the Library, of the Office of Records and Admissions, and of the Office of Student Life who are not regular full-time or regular part-time members of the instructional and research faculty and who are not regular part-time members of the academic-ranked professional staff.

(xv) "Regular part-time members of the academic-ranked professional staff" means all persons represented for purposes of collective bargaining by the Council, as defined in Article II (Recognition) of this Agreement, including members of the professional staff of the Library, of the Office of Records and Admissions, and of the Office of Student Life who are not regular full-time or regular part-time members of the instructional and research faculty and who are not regular full-time members of the academic-ranked professional staff, and who have worked at least twenty (20) hours per week at the Institute for three (3) consecutive years or more.

(xvi) "Academic Staff" means all regular full-time and regular part-time members of the academic-ranked professional staff.

(xvii) Research center staff who do not hold faculty rank shall be excluded from this bargaining unit.

(xviii) Faculty and staff of the New York College of Osteopathic Medicine are excluded from this bargaining unit.

(xix) "Continuous service" means teaching a full load during both the fall and spring semesters of each academic year counted. Sabbatical leaves and authorized leaves of absence are credited toward continuous service.

ARTICLE II

RECOGNITION

The Institute recognizes the Council as the collective bargaining representative for all full-time and regular part-time members of the instructional and research faculty in the presently established academic centers in the various ranks of instructor, assistant professor, associate professor, professor, lecturer, and related adjunct titles, including but not limited to the members of the professional staff of the Library, of the Office of Records and Admissions, and of the Office of Student Life who hold such a faculty rank, employed by New York Institute of Technology at its campuses located at Nassau County, Suffolk County, and New York County, excluding those members of the faculty whose primary functions are administrative and supervisory, such as the Chancellor, the President, Vice Presidents, Deans, Center Directors, Associate Deans, office-clerical employees, technical, service, maintenance and operations employees, research center staff who do not hold faculty rank, and all other job classifications.

ARTICLE III

INSTITUTE RIGHTS

The Council recognizes the right of the Institute, through its Board of Trustees and its duly designated representatives, to direct the faculty and to direct and control the operation and administration of the Institute, to introduce new or improved methods, techniques, and programs of teaching, and in all respects to carry out the ordinary and customary functions of management, and to establish and maintain reasonable operating rules and regulations concerning faculty matters.

ARTICLE III-A

COUNCIL RIGHTS

1. The Council shall have the right to conduct official Institute business such as meetings, conferences, etc., on the property of the Institute at reasonable times, provided that this will not interfere with or interrupt normal Institute operations.

2. The Council shall have the right to use reasonably the Institute's facilities, equipment, and services. Reasonable office space will be provided for the Council to conduct its official business at each campus.

3. The Council shall have the right to use existing bulletin boards for the publication of official notices of AAUP activities.

ARTICLE IV

CHAPTER MEMBERSHIP

1. As a condition of continued employment, all members of the bargaining unit who are members of the Chapter on the effective date of this Agreement or on the date of execution of this Agreement, whichever is later, shall remain members of the Chapter in good standing.

2. As a condition of continued employment, on or after the thirty-first (31st) day following the date of execution of this Agreement, or the commencement of employment, whichever is later, all members of the bargaining unit who are not members of the Chapter and all members of the bargaining unit employed thereafter shall become and remain members of the Chapter in good standing, except that any member of the bargaining unit who objects, for reasons of conscience, to becoming a member of the Chapter shall not be required to become a member of the Chapter if he/she so informs the President of his/her Chapter in writing on or before the thirtieth (30th) day following the date of execution of this Agreement, or the commencement of employment, whichever is later, provided that a bargaining unit member who does not become a Chapter member shall make a contribution ("alternative charitable contribution") in an amount equal to the dues payment made by a Chapter member to a charitable organization from a list of such organizations provided by the Chapter or other charity mutually agreed to by the Chapter and the bargaining unit member. A copy of the written objection shall be sent to the Institute by the President of the Chapter.

ARTICLE V

DEDUCTION OF PROFESSIONAL DUES, FEES, AND ASSESSMENTS

1. Upon appropriate written authorization, the Institute agrees to deduct the dues, fees, and assessments of members of the Chapter levied in accordance with the Constitution and Bylaws of the Chapter or alternative charitable contribution in the amount certified by the Treasurer of the Council from the salary paid to each member of the bargaining unit. It is the responsibility of the Chapter to obtain such written authorization cards from the members.

2. Authorized deductions of dues, fees, assessments, and/or alternative charitable contribution shall be made from each payroll check and within ten (10) days thereafter, these deductions shall be remitted to the Treasurer of the Council or appropriate charity along with a list of names of those members of the bargaining unit, if any, for whom dues, fees, and/or assessments previously have not been deducted.

3. The Council shall hold the Institute harmless in the event of litigation involving the applicability and/or enforcement of Article IV and/or Article V, and shall share equally in the cost of any such litigation cost of the defense of any claims that may result, including costs of the counsel for the Institute.

ARTICLE VI

GUARANTEE OF RIGHTS

There shall be no discrimination against any faculty member or member of the academic staff or against any applicant for a faculty position or for a position on the academic staff on the grounds of race, creed, marital status, color, sex, religion, age, or national origin, as defined in the applicable Federal and State laws.

ARTICLE VII

SALARIES

1. **Salary Minima for Period 1983-1986 — Full-time Faculty**

Rank	Minimum 1983-1986
Professor	$25,000
Associate Professor	22,000
Assistant Professor	17,000
Instructor	13,000

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2. **General Salary Increase — Full-time Members of the Bargaining Unit**

All full-time members of the bargaining unit shall receive the following salary increases each academic year of this contract:

a. $900.00 plus

b. 2% or the 1982-1983 individual member's base salary (2% of 1983-1984, 2% of 1984-1985 base salary), plus

c. $250 if bargaining unit member has completed six (6) years of continuous full-time service, plus an additional $250 if bargaining unit member has completed nine (9) years of continuous full-time service, plus an additional $250 if bargaining unit member has completed twelve (12) years of continuous full-time service.

3. **Salary Schedule for Part-time Faculty and Overload Rates for Full-time Faculty, 1983-1986**

a. Full-time and regular part-time faculty per hour as defined in Article IX, Section 1.b.

Rank	Minimum Rates 1983-1984	1984-1985	1985-1986
Professor	$30.00	$31.00	$32.00
Associate Professor	28.00	29.00	30.00
Assistant Professor	25.00	26.00	27.00
Instructor	22.00	23.00	24.00

b. Those full-time faculty members assigned duties in the Graduate School on an overload basis will receive an additional sum of $2.00 per ELH above the undergraduate rates, with a minimum of $1,350.00 per three (3) ELH course regardless of academic rank. Courses in excess of three (3) ELH will be compensated for on a pro rata basis. A three (3) ELH graduate course will consume two (2) to two and one-half (2½) clock hours.

4. Those full-time faculty members assigned full-time duties in the Graduate School, shall have as their base load 12 ELH.

5. Where a full-time faculty member teaches a combination of graduate and undergraduate courses including overload, the graduate course(s) shall be considered the overload for the purposes of salary compensation. A graduate course taught by an adjunctive faculty member shall have a $1,200.00 minimum for a three (3) ELH course.

6. **Salary Schedule for Regular Part-time Academic Staff and Overloads for Full-time Academic Staff**

Rank	Dollars Per Hour 1983-1984	1984-1985	1985-1986
Equivalent Professor	$12.00	$13.00	$14.00
Equivalent Associate Professor	11.00	12.00	13.00
Equivalent Assistant Professor	10.00	11.00	12.00
Equivalent Instructor	9.00	10.00	11.00

ARTICLE VIII

FRINGE BENEFITS

1. **Sick Leave**

Paid sick leave shall be earned as follows:

a. For the first three (3) months of employment, no sick leave shall be earned.

b. For the fourth through the sixth month of employment, three (3) days of sick leave shall be earned at the rate of one (1) day per month.

c. For the seventh through the twelfth month of employment, three (3) days of sick leave shall be earned at the rate of one (1) day for every two (2) months of employment.

d. For the thirteenth through the eighteenth month of employment, four (4) days of sick leave shall be earned at the rate of two (2) days for each three months.

e. For the nineteenth through the twenty-fourth month of employment, four (4) days of sick leave shall be earned at the rate of two (2) days for each three (3) months.

f. For the twenty-fifth month of employment and thereafter, sick leave shall be earned at the rate of one (1) day per month.

g. Sick leave is cumulative up to a maximum of ninety (90) days.

h. Employees who retire after twenty (20) years of continuous employment shall be entitled to receive one-half (½) of their accumulated sick leave, not to exceed forty-five days, as retirement pay.

i. Paid sick leave shall be determined by the Institute by a review of affidavits submitted monthly by each member of the bargaining unit.

2. **Emergency Leave**

Two (2) days per year are granted for use in the case of unexpected emergency problems (e.g., deaths in the employee's family). Emergency leave may not be accumulated from year to year.

3. **Maternity Leave**

A request for a leave of absence by a permanent employee to

cover the time of pregnancy and two (2) months thereafter will be granted upon written notice. If the staff member fails to exercise her rights to reinstatement prior to expiration of the leave, it will constitute a voluntary resignation without cause.

4. **Holidays**

Classrooms and academic offices will be closed on the following paid holidays:

New Year's Eve	Labor Day
New Year's Day	Rosh Hashana*
Washington's Birthday	Yom Kippur*
Good Friday	Thanksgiving Day
Memorial Day	Thanksgiving Friday
Independence Day	Christmas Eve
Christmas Day	

*Provided these days occur during the regular work week.

5. **Tuition Remission**

a. All full-time members of the faculty and members of the academic staff, their spouses, and/or dependent children shall be entitled to full tuition remission at NYIT, for *regularly scheduled* courses, exclusive of NYCOM, immediately upon employment.

b. Upon termination of employment, tuition remission shall be prorated accordingly, except as outlined in 5.c, below.

c. In addition to the existing tuition remission program, the children and spouses of deceased, retired, or totally disabled tenured faculty shall be entitled to all tuition remission benefits available to the children and spouses of active full-time faculty.

d. Dependent children who receive full tuition remission shall make application to all New York State and Federal awards or scholarships to the end that the amounts received from these awards and/or scholarships inure to the benefit of the Institute. Applications will be available in the Financial Aid Office.

6. **Jury Duty**

a. An individual who is summoned to jury duty shall notify his/her immediate supervisor immediately upon receipt of the notice to serve on jury duty.

b. For a period not to exceed two (2) weeks of the term of jury duty, the Institute shall pay to the full-time member of the faculty or member of the academic staff his/her usual compensation. All jury duty pay received by said member of the faculty or member of the academic staff shall be paid over to the Institute's Accounting Department. During said two (2) week period, out-of-pocket expenses incurred while serving on jury duty will be reimbursed to the employee by the Accounting Department.

7. **Military Service**

a. A faculty or academic staff member called to military duty with a U.S. Reserve or Guard component for a period not exceeding two (2) weeks will be given necessary time off with pay. Clearance for such leave should be made through his/her immediate supervisor and the Academic Vice President where applicable.

b. Absence for military service should be indicated on the Faculty/Professional Semimonthly Attendance Report.

c. All other leaves for military service shall be processed in accordance with the provisions of current applicable law.

8. **Hospitalization**

a. Faculty and academic staff members are eligible to apply for membership in the Institute's Blue Cross/Blue Shield group plan, or transfer an existing policy. If an individual fails to join the Institute's plan within the first four months of employment, he/she will not be eligible to join until the next reopening date.

b. Monthly premiums in the first year of employment are paid by the faculty or academic staff member through regular payroll deductions. After completion of one year of service, the Institute will pay one-half of the premium due; after three years of employment, the Institute will pay the entire premium.

c. The Institute shall provide continued coverage for dependents between the ages of 19 and 23 who are full-time students.

d. The Institute extends group rates for Health Insurance Plan (HIP) coverage to those faculty members who may already have such coverage or to those who wish to be covered by the plan.

e. The cost of HIP coverage is borne solely by the faculty member. Only the Blue Cross portion (hospitalization) will have premiums paid by the Institute in accordance with the provisions of paragraph 8.b.

9. **Major Medical Insurance**

a. The Major Medical plan which is presently in effect with the TIAA shall be retained or replaced by a comparable program.

b. The Institute will provide for excess major medical family coverage which will provide 100% reimbursement for covered services up to a maximum of $1 million per covered individual. This excess coverage will take effect after a $15,000 level of services covered by the current plan's co-insurance coverage has been reached.

10. **Disability Insurance**

Long-term disability insurance benefits which are presently in effect shall be retained or replaced by a comparable program.

11. **Life Insurance**

All full-time faculty and academic staff shall receive life and

accidental death and dismemberment insurance through Teachers Insurance and Annuity Association (TIAA) or equivalent program. The cost of providing such insurance shall be borne by the Institute. The amount of this insurance shall be equal to twice the base salary of the faculty or academic staff member to a maximum of $50,000 to age 60. The amount of insurance in effect at age 60 will then be reduced by eight (8) percent of the remaining amount per year to a minimum of the lower of $15,000 or the amount in effect at age 70.

12. **Retirement Plan**

a. The Institute offers participation in the TIAA/CREF programs.

b. Participation is excluded for the first year of employment but is optional after the one year service. If a new faculty or academic staff member is already a participant through another group, he/she may transfer to the Institute's plan immediately by notifying the Personnel Department of his/her intent and informing them of his/her particular TIAA/CREF certificate numbers.

c. Upon completion of one (1) year of continuous service at the Institute and upon reappointment to a second year and for each succeeding year until completion of five (5) years of continuous service, the Institute shall contribute 5% of the base salary of each member of the bargaining unit participating in the TIAA program to the TIAA retirement plan; 6% after five (5) years of service; 7% after six (6) years of service; 8% after seven (7) years of service; 9% after eight (8) years of service; 10% after nine (9) years of service.

d. Normal retirement age is age 70 except where otherwise mandated by law.

e. The TIAA/CREF monthly retirement benefits will be augmented by the monthly benefits from Social Security at the time of retirement as applicable by federal statute.

f. The Institute shall administer but shall not contribute to a salary reduction annuity program whereby full-time members of the bargaining unit may make contributions to such a program up to the maximum permitted by law.

13. **Accidental Injuries**

One is covered from date of employment by the New York State Workmen's Compensation Insurance. If one is accidentally injured on the job, this coverage will provide weekly benefits and medical care. The cost of this insurance is borne by the Institute.

14. **Disability Benefits**

Disability benefits in compliance with New York State Law provide weekly cash benefits to replace, in part, salary lost because of illness or disability sustained off the job.

One will receive statutory benefits amounting to 50% of the average weekly wages (based on the last eight weeks of employment) with a maximum as set forth in New York State Law over a 26-week

disability period. If one is still disabled after this period his/her "Total Disability Insurance" through Teachers Insurance and Annuity Association will make benefit payments as set forth under the title "Total Disability Insurance."

Under the current New York State Law, disability benefits are payable beginning with the eighth consecutive day of disability or illness.

Claim forms are available in the Personnel Department and should be completed promptly. They should be returned for processing to the Personnel Department within 15 days of such illness or disability. Claim forms must be received by the Workmen's Compensation Board, Disability Benefits Bureau, no later than 20 days after commencement of such illness or disability. Failure to abide by these rules may lead to disallowance of one's claim by the Workmen's Compensation Board.

15. **Unemployment Insurance**

The Institute is covered under the New York State Unemployment Insurance Law. The cost of this insurance is borne by the Institute, and is an added protection for one in the event that he/she is separated from the Institute due to lack of work, abolishment of position, etc.

One must have worked in "covered" employment for at least twenty weeks in order to be eligible for this benefit.

16. **Travel Accident Insurance**

Any employee who must travel on Institute business is entitled to insurance as follows:

Employees earning less than $7,500 per annum	Employees earning more than $7,500 per annum
$10,000	$50,000

Details of this policy are available for scrutiny in the Personnel Office.

17. **Dental Plan**

The Group Dental Insurance Plan presently in effect, or one substantially equivalent, shall be retained except that the Institute shall provide continued coverage for dependents between the ages of 19 and 23 who are full-time students.

18. **Sabbatical Leave**

a. All regular full-time, tenured members of the instructional, counseling, library, and research faculty who are members of the bargaining unit shall have the right to apply for sabbatical leave after having completed six years of service within the Institute from the

date of their full-time professional appointment. Applications for sabbatical leave may be made for the following purposes: study, research, creative work in literature or the arts, and for professional enrichment.

b. Any application for such leave must be submitted to the Center Personnel Committee for review and recommendation. Each application shall include a prospectus of the intended activity and demonstrate that the leave will be utilized to engage in activities relevant to his/her discipline which will enhance his/her professional competence. The application must state that the applicant will continue to serve for at least one year after the expiration of the term of the leave and his/her agreement to submit a written report of his/her activity upon return. The application if approved shall be forwarded to the Academic Vice President, then to the Provost for their approval before being transmitted for final approval to the President and the Board. Denial of an application by the Board shall not be subject to the grievance and arbitration provisions of this Agreement.

c. The granting of sabbatical leave shall not in any sense be automatic, but the Institute will consider the advantage to the applicant as a scholar and teacher expected from such leave, and consequent advantage through his/her service to the Institute. The Institute shall notify the applicant and the Council of its reasons for denying any application for such leave.

d. No more than one sabbatical leave in a given discipline shall be granted simultaneously. No more than five sabbatical leaves in the Institute as a whole shall be granted in any one academic year.

e. Faculty members on sabbatical leave may, at their option, continue to be covered under the Institute's health and welfare program. The cost of such coverage shall be borne by the Institute.

f. Faculty members on sabbatical leave cannot accept assignments at other institutions. With the approval of the President, exceptions may be made in the case of assignments at foreign universities or other institutions offering unusual academic advantages or on an exchange basis.

g. Faculty members whose applications for sabbatical leave have been approved will receive stipends not to exceed one-half (½) pay for the full contract year. A sabbatical leave is not deemed to be an interruption of otherwise consecutive service at the Institute.

19. **Fringe Benefits**

Those fringe benefits set forth in Section 8 of this Article which are provided only to full-time members of the faculty and academic staff shall be made available to regular part-time members of the faculty and academic staff at the sole cost of the part-time member.

ARTICLE IX

PARTICIPATION

1. **Faculty**

It is agreed that the student's campus life is enriched by the presence on campus of professional persons to whom he/she can turn for motivation and guidance as well as instruction. It is further agreed that the optimal educational growth of students is promoted not only by exposure to improved instructional materials reflecting the most recent developments in educational technology, but also by personal contact with members of the faculty and staff. Additionally the interaction of faculty on campus creates a scholarly community with benefits to all constituencies of the Institute, most importantly, the student body itself. In order to accomplish these objectives, it is agreed that:

a. AVAILABILITY: All members of the instructional staff will be available for academic assignments over a time period running from September 1st of the calendar year through commencement in the following calendar year, but no later than June 15th. Within that time period, instructional and/or research assignments, together with consultive office hours, spread over a nine (9) month academic year will be undertaken by the faculty on the basis of not less than four (4) days during any week. Recognizing the need of wide segments of our faculty for professional growth, development, and research activities, a faculty member may present an application for a reasonable period of release from the four-day stipulation to the President, via the existing academic chain of command, documenting the significance of the project or work, its relevance to the Institute's programs, et cetera. The President's judgment in these matters shall be final and binding and shall not be subject to arbitration.

b. TEACHING LOAD: To moderate the increasing costs of instruction, to provide for the student body higher education which meets established standards of quality, and to insure the economic viability of the Institute, it is agreed that the faculty will cooperate with the administration in planning, developing, and implementing procedures which are intended to result in student achievement of high quality as evaluated by performance criteria in concert by the faculty and the administration and approved by the President and the Board. As an example, and without limitation, consideration could include curricular revisions, the more liberal use of independent or quasi-independent study techniques, the utilization of various technologies applied to educational interdisciplinary combinations, large lecture-seminar section combinations, videotape teaching, CAI, open laboratories, mini-semesters, flexible calendar year, area courses, and the like, consistent with the determinations of the Board to promote the growth, welfare, and development of the Institute.

Recognizing that faculty responsibilities include classroom teaching, classroom preparation, counseling, departmental and institute committee activities, curriculum revision, innovative educational systems and techniques, et alia, the following teaching load guidelines will be followed during the term of this agreement:

Faculty Rank	Equivalent Lecture Hours per Semester (ELH)
Professor	12
Associate Professor	13
Assistant Professor	14
Instructor	15

For the purpose of definition of ELH, a laboratory, design, or workshop hour, accruing one (1) credit for three (3) hours' duration as defined by the current Institute Bulletin, shall be treated on the basis of being the equivalent of ⅔ a lecture hour for each hour of instruction. Thus, a three (3) hour laboratory assignment bearing one (1) credit will have the weight of 2 ELH. Where a laboratory, design, or workshop hour accrues more than one (1) credit for three (3) hours' duration, the ELH equivalency will be adjusted upward accordingly.

Faculty members without the specified teaching load for their rank in a particular semester shall make up such ELH deficiencies during the following semester or during the summer sessions. Should this result in an ELH assignment in excess of their combined, prescribed teaching loads for the two semesters, the difference shall be construed as an overload assignment for which the faculty members will be compensated at rates prescribed by this Agreement.

For those educational programs which largely involve supervision of small groups, usually less than five (5) students, and involving the use of independent study techniques and materials, if available, workload equivalents can be used toward base ELH load on the basis of one (1) ELH for every fifteen (15) undergraduate student semester hours of enrollment, or a stipend of one-half of the tuition paid by each student may be earned on an overload basis. Clusters comprising several such courses involving small sections will be encouraged.

The decision to run such small-group sections on a quasi-independent-study basis shall be made by the Provost in consultation with the Academic Vice President upon recommendation by the appropriate academic department.

Full-time faculty members may not teach more than two (2) courses [normally not more than seven (7) credits] on an overload basis each semester except with the approval of the Academic Vice President, including courses taught at any branch of the Institute, or at any other college, with the proviso that faculty with administrative responsibility will not teach on an overload basis during the day session.

Overload shall be assigned to the most senior qualified faculty member requesting such overload, provided that no faculty member shall be assigned two overload courses until all faculty members in the discipline who wish to teach overload have been assigned to teach one overload course. Seniority shall mean the number of years of service as a full-time faculty member at the Institute.

Adjunctive faculty members may not be assigned teaching load in excess of ten (10) hours each semester except under emergency situations with the approval of the Dean/Center Director and the Academic Vice President.

c. NONCLASSROOM HOURS: In addition to the foregoing classroom hours, the full-time faculty will maintain four (4) office hours per week for consultation with students and such additional hours for committee and curriculum development activities as are necessary.

d. Senior members of the administration, including Deans/Directors, may be assigned reasonable teaching and/or research responsibilities during the school year.

e. the President of each AAUP Chapter (Metropolitan and Old Westbury) will be relieved of three (3) ELH per semester from his/her normal teaching schedule.

f. All faculty are expected to participate in institutional activities, such as commencement convocations, special ceremonies, et alia.

2. **Academic Staff**

The work schedule for the Academic Staff shall be as follows:

a. In the Office of Records and Admissions: thirty-five (35) hours per week, eleven (11) months per year.

b. In the Library Department: thirty-five (35) hours per week, ten (10) months per year.

c. In the Office of Student Life: thirty-five (35) hours per week, commencing August 25 of one (1) calendar year through commencement in the following calendar year but no later than June 15 of such year.

d. A vacation month shall be interpreted to mean twenty-two (22) working days, excluding any holidays designated in Article VIII, Section 4.

ARTICLE X

CORRELATION OF ACADEMIC STAFF JOB CLASSIFICATION WITH EQUIVALENT FACULTY RANKS

The following represents the equivalent faculty ranks for the job classifications for those members of the bargaining unit holding academic staff rank:

1. For Office of Student Life, Office of Records and Admissions

Job Classification	Equivalent Faculty Rank
Counselor I	Instructor
Counselor II	Assistant Professor
Counselor III	Associate Professor
Counselor IV	Professor

2. For Library Department

Job Classification	Equivalent Faculty Rank
Librarian I	Instructor
Librarian II	Assistant Professor
Librarian III	Associate Professor
Librarian IV	Professor

ARTICLE XI

ACADEMIC CRITERIA FOR APPOINTMENT AND PROMOTION

Each academic center and professional staff department shall have a personnel committee (hereinafter CPC or PEC) selected in accordance with the procedures given in Article XII.

1. The CPC/PEC shall observe in its deliberations the following minimum criteria for new undergraduate faculty appointments and for promotions:

a. Instructor (or Adjunct Instructor)

i. The grade of instructor is provisional

ii. Qualifications:

(a) Individuals shall be selected on the basis of their potential as scholars and teachers.

(b) They shall hold a masters degree or its equivalent, except in special cases, together with additional indications of scholarly and teaching ability sufficient to give high promise that the candidate may subsequently achieve the qualifications required for promotion to a professorial rank and subsequent tenure.

b. Assistant Professor (or Adjunct Assistant Professor)
Qualifications:

All of those for the instructor plus an earned doctorate, or, in circumstances in which the Ph.D. is not the usual degree, an alternative to the Ph.D., as follows:

i. In architecture, first professional degree, plus R.A. or the P.E.
ii. In engineering technology, the M.S., plus the P.E.
iii. In business, the masters plus the C.P.A., or the LL.B. (J.D.).
iv. In communication arts, the M.S. plus eight (8) years of full-time or equivalent full-time relevant professional or teaching experience.
v. In life science, the M.S. plus state certification in a specialty.
vi. In fine arts:
(a) Studio: M.F.A. plus relevant experience and shows.
(b) Art history: M.A. plus three (3) years of relevant teaching experience.
(c) Applied art: B.A. or the B.F.A. plus five (5) years of relevant professional or teaching experience.

c. Associate Professor (or Adjunct Associate Professor)
Qualifications:

i. The criteria for appointment to assistant professor (or adjunct assistant professor).
ii. Four (4) years of relevant teaching experience in the academic rank of assistant professor, or, if the appointment is in the rank of adjunct associate professor, four (4) years of relevant teaching experience in the academic rank of assistant professor, or six (6) years of relevant teaching experience in an equivalent part-time academic rank.
iii. Superior teaching performance and demonstrated academic and professional achievement.

d. Professor (or Adjunct Professor)
Qualifications:

i. The criteria for appointment to associate professor (or adjunct associate professor).
ii. A minimum of five (5) years of relevant teaching experience in the academic rank of associate professor, or, if the appointment is in the academic rank of adjunct professor, a minimum of five (5) years of relevant teaching experience in the academic rank of associate professor or a minimum of eight 8) years of relevant teaching experience in an equivalent part-time academic rank.
iii. Outstanding teaching performance, and evidence of substantial academic and intellectual development recognized both on campus and by the outside community of academia, industry, government agencies, and professional societies.

2. Observe in its deliberations the following minimum criteria for professional staff appointments in the library:

a. Librarian I (equivalent to Instructor)
Qualifications:
i. Requires the M.L.S. degree or a masters degree and specialized experience in a particular academic discipline deemed to be the equivalent of the M.L.S. degree.
ii. The same criteria shall apply for the rank of adjunct equivalent instructor.

b. Librarian II (equivalent to Assistant Professor)
Qualifications:
i. The requirements of the rank of Librarian I.
ii. Three (3) years of relevant experience in a similar rank at an accredited college.
iii. Demonstrated relevant education and/or professional training beyond the masters degree, preferably in an academic area of specialization.
iv. The same criteria in general shall apply for the rank of an adjunct equivalent of assistant professor.

c. Librarian III (equivalent to Associate Professor)
Qualifications:
i. The requirements for the rank of Librarian II.
ii. Four (4) years of relevant experience in a similar rank at an accredited college.
iii. Demonstrated professional growth relevant to the responsibilities of this rank.
iv. The same criteria in general shall apply for the rank of an adjunct equivalent of associate professor.

d. Librarian IV (equivalent to Professor)
Qualifications:
i. The requirements for the rank of Librarian III.
ii. Five (5) years of relevant experience in a similar rank at an accredited college.
iii. Such outstanding professional achievement, publication, and experience that is deemed to be the academic equivalent of the doctorate.
iv. The same criteria in general shall apply for the rank of an adjunct equivalent of professor.

3. Observe in its deliberations the following minimum criteria for professional staff appointments in student services and records and admissions:

a. Counselor I (equivalent to Instructor)
Qualifications:
The requirement of the masters degree in the pertinent academic field or other relevant professional degree and experience that is deemed to be the equivalent of the masters degree.

b. Counselor II (or equivalent to Assistant Professor)
Qualifications.
i. The requirements for the rank of Counselor I.
ii. Three (3) years of relevant experience at an equivalent rank at an accredited college.
iii. The same criteria in general shall apply for the rank of the adjunct equivalent assistant professor.

c. Counselor III (or equivalent to Associate Professor)
Qualifications:
i. The requirements for the rank of Counselor II.
ii. Four (4) years of relevant experience at an equivalent rank at an accredited college.
iii. Demonstrated relevant education and/or professional training beyond the masters degree preferably in an academic area related to the duties of the professional staff member.
iv. The same criteria in general shall apply for the rank of the adjunct equivalent associate professor.

d. Counselor IV (or equivalent to Professor)
Qualifications:
i. The requirements for the rank of Counselor III.
ii. Five (5) years of relevant experience at an equivalent rank at an accredited college.
iii. Substantial academic and intellectual development recognized both on campus and by the outside world of academia, industry, governmental agencies, and professional societies.
iv. The same criteria in general shall apply for the rank of adjunct equivalent professor.

ARTICLE XII

PROCEDURES FOR APPOINTMENT, REAPPOINTMENT AND PROMOTION

1. **Procedures for Selection of Center Personnel Committees**
a. The Center Personnel Committee (CPC) shall comprise the pertinent Dean/Center Director serving as committee chairperson without vote, plus six (6) committee members drawn from the center's full-time faculty: three (3) elected by the center faculty as a whole and three (3) appointed from the center's full-time faculty by the

Dean/Center Director following the election by the faculty. In addition, two (2) alternates shall be elected at the same time by the faculty. Faculty serving on terminal appointments shall not be eligible to vote for or serve as CPC members. CPC members submitting matters for action by the CPC shall not participate regarding their request or requests of identical member(s). In such circumstances, the alternate shall replace the ineligible member for that action. For those newly created academic centers such as the Center for Labor and Industrial Relations where there are insufficient tenured faculty to establish the prescribed CPC, the CPC shall be composed of the eligible full-time faculty voting as a whole, with the Dean/Center Director serving as committee chairperson without vote. CPC votes must be in person; proxy and telephone voting are not permitted.

b. Due consideration shall be given to achieving the widest distribution of the various academic disciplines in a specific center as well as representation from the various campus locations. No more than one (1) nontenured faculty member shall be included in a CPC.

c. Each CPC representative and alternate will be elected by November 1 to serve a one-year term.

d. Any vacancy occurring on the CPC will be filled within fifteen (15) days in a manner set forth in subsection a., above.

2. **Procedures for Selection of Personnel Evaluation Committees**

a. (1) There shall be established three Personnel Evaluation Committees (PEC): one to evaluate those Academic Staff in the Office of Student Life, another to evaluate those Academic Staff in the Office of Records and Admissions, and a third to evaluate those Academic Staff in the Library. Each PEC will be made up of four (4) members of the bargaining unit elected at large from staff members holding equivalent Assistant Professor or higher rank, with essentially equal representation from all campuses. In addition, one alternate shall be elected at the same time by each staff group. No individual on terminal appointment will be allowed to vote for or serve on a PEC. PEC members submitting matters for action by the PEC shall not participate regarding their request or requests of identical members. In such circumstances, the alternate shall replace the ineligible member for that action. The Vice President or Dean/Director for each office shall chair such proceedings without vote.

(2) The recommendations of the PEC together with the opinions of the appropriate Vice President, and Dean/Director will be forwarded to the President who, after review and such consultation as he deems necessary, shall present these recommendations together with his opinions relative to them to the Board for final determina-

tion. The decision of the Board shall be final and binding and shall not be subject to arbitration.

b. Each PEC representative and alternate will be selected by November 1 to serve a one-year term.

c. Any vacancy occurring on the PEC will be filled within fifteen (15) days in a manner set forth in subsection a., above.

3. **Procedures for CPC and PEC Operation**

a. The CPC and PEC will follow procedures prescribed by the Academic Vice President and will not contravene any provisions of this Agreement or Institute Bylaws.

b. An approved academic calendar will include the dates by which a schedule for all personnel actions by CPCs/PECs, the President, and the Board of Trustees shall be completed.

c. Any faculty member in a particular center who feels he/she is eligible for promotion per Article XI or tenure per Article XIII may ask to be evaluated by the appropriate committee. A special evaluation form will be submitted for each of these candidates to the committee. If necessary, the CPC or PEC may draw upon an ad hoc committee of three (3) faculty members.This ad hoc committee must include at least one (1) member from the same academic discipline as the candidate, at least one (1) member from the same center but not necessarily the same discipline, plus a third who may be any eligible faculty member at NYIT. No ad hoc committee for promotion shall include a candidate for the same level of promotion. An ad hoc committee for tenure evaluation must be composed of tenured faculty. These evaluation forms together with classroom evaluations and other supportive materials will form a file which will be transmitted to the CPC or PEC as a whole and subsequently forwarded to the next sequential step. It is important to recognize that the opinion of the Dean/Center Director will be attached to these evaluations and will bear substantial weight in the determination of future action on behalf of the candidate, subject to final determinations by the Board of Trustees.

d. The appropriate committee shall also select a three (3) person ad hoc committee made up of members from the specific area to evaluate new full-time appointments and reappointments. At least two (2) members of this committee must be tenured. This ad hoc committee in consultation with the Academic Vice President and the Dean/Center Director shall conduct the search for and evaluation of applicants for the position.

e. The various committees will evaluate the credentials and sup-

portive information for all candidates for reappointment and promotion who meet the criteria for the next higher rank allowing for both candidates and other interested parties to make written and/or oral presentations. The committees may solicit recommendations from outside the Institute. It is important for them to recognize that their principal purpose is to maintain academic quality control as well as to certify the compatability of a candidate with the NYIT community.

f. The recommendations of the CPCs and Library PEC and recommendations by each Dean/Center Director will be transmitted to the Academic Vice President with written notification of the action to the affected member. The Academic Vice President shall transmit these recommendations together with his own written opinions to the Provost and the President.

g. The resommendations of the other PECs together with the opinions of the appropriate Vice President, Dean and Director will be forwarded to the President, with written notification of these actions sent to each affected member.

h. The President, after appropriate review and such consultation as he deems appropriate, shall present these recommendations together with his own opinions relative to them to the Board of Trustees for final determination. The decision of the Board shall be final and binding and shall not be subject to arbitration.

i. Recommendations for appointment, promotion, termination, or tenure shall be accompanied by written record of unsatisfactory, satisfactory, or superior performance in at least the following areas and an overall rating of the individual:

(a) Classroom teaching
(b) Student advisement
(c) Service to the NYIT community
(d) Research activities
(e) Papers and publications
(f) Demonstration of professional competence appropriate to a discipline
(g) Curriculum and program development
(h) Student recruitment and retention

It is recognized that an individual may not demonstrate equal performance in all of these areas and all of these areas may not be appropriate for all members.

j. The foregoing provisions relating to new appointments as well as provisions relating to promotion, reappointment, and tenure, shall

be exercised by the CPC/PEC in accordance with the provisions of the affirmative action program relating to discrimination in employment.

k. In accordance with the Institute's traditional commitment to educational technology, a strong, positive weighting will be added to the evaluation of faculty members who have made significant contributions to communications technology in the area of collegiate instruction, research, and community service.

l. Wherever feasible, the appointment, reappointment, and promotion recommendations for adjunctive faculty will be evaluated by the appropriate CPC/PEC in accordance with the above criteria.

m. An appeals committee made up of the two (2) AAUP Chapter Presidents, the Provost, and the Academic Vice President will consider those appeals of faculty who feel they were either denied due process during evaluation by the pertinent CPC/PEC or can establish the existence of prejudice or error in the record in procedures by a CPC/PEC. Should the appeals committee by majority vote establish that an appeal has merit, it shall require the specific CPC in question to reconvene and reevaluate the candidate.

n. The decision made at the end of these proceedings shall be transmitted to the applicant within ten (10) days after such decision is determined. A member who is denied promotion and/or tenure shall be informed in writing which specific area(s) need improvement for favorable future consideration. A member of the bargaining unit shall have the right to see relevant material pertaining to the various proceedings in connection with reappointment and/or tenure and/or promotion on his/her behalf.

o. Promotion to and within the professorial ranks shall have as a minimum criteria the entry criteria as delineated in Article XI.

4. Nonreappointment of Faculty

a. If a faculty member in his/her first academic year of service is not to be reappointed, he/she shall be given notice of nonreappointment by March 1st. If a faculty member in his/her second academic year of service is not to be reappointed, he/she shall be given notice of nonreappointment by December 15th. If a nontenured faculty member in his/her third or subsequent academic years of service is not to be reappointed, he/she shall be given at least one (1) academic year's notice.

b. In the event of the nonreappointment of any nontenured faculty member, such a member could be assigned during the period of

notice to academic duties elsewhere in the Institute and during such a period of notice would receive his/her regular salary rather than the adjunctive rates. After the period of notice, the faculty member may be given access, on an ad hoc basis and provided he or she has qualifications for the position, to a position available elsewhere in the Institute to be paid at the applicable rate.

5. Terms of Appointment of Academic Staff

a. All members of the academic staff shall be hired on the basis of term appointments as follows:

(1) The First Year's contract will be for one year only.

(2) The Second Year's contract will be for one year only.

(3) The Third Year's contract, and all subsequent contracts, if offered, will be for two years only.

b. Term Contracts

Regular full-time members of the academic-ranked professional staff shall be granted either one (1) or two (2) year term contracts in accordance with the schedule presented above. If subsequent contracts are not to be renewed by PEC recommendations, the individuals having one (1) year term contracts will be given notice by March 1st and the individuals having two (2) year term contracts will be given at least one (1) full academic year's notice.

6. Documents Received Upon Appointment

Upon his/her appointment, a member of the faculty/academic staff shall receive a written copy of the terms of his/her appointment, including a statement of his/her academic rank, salary, the designation of campus or campuses to which he/she is assigned, a copy of the constitution of the Academic Senate, and a copy of this Agreement. The Institute's Bylaws and the then current Administrative Handbook shall be made available to him/her. He/she shall receive a written copy of any subsequent modification of the terms of his/her appointment.

ARTICLE XIII

ACADEMIC FREEDOM AND TENURE

1. Academic Freedom

a. The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the Institute.

b. The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject.

c. The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a person of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence, he should at all times be accurate, should excercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not an institutional spokesman.

2. **Tenure**

a. A regular full-time member of the instructional and research faculty holding the rank of Assistant Professor, Associate Professor, or Professor is eligible for tenure after completing six (6) years of full-time teaching in higher education, which shall include at least three years of full-time teaching at the Institute. Credit for prior full-time teaching at another institute of higher education must be declared by a faculty member at the time of his or her initial appointment to the Institute.

b. Such a regular full-time member of the instructional and research faculty, upon reappointment to a seventh year of service at the Institute as defined above, shall have his/her appointment designated as:

(1) with tenure
(2) terminal
(3) term

c. Tenure appointments may not be granted by default, but rather must result from due process following the procedures for tenure specified below. Tenure action requires the positive action of the Board of Trustees.

d. Terminal appointments in essence provide faculty or staff with a minimum of one (1) year's notice to make provision for relocation.

e. Those faculty who have been recommended for term appointments will be offered a two-year term contract subject to renewal. If subsequent contracts are not to be renewed, the individuals so affected will be given at least one (1) full academic year's notice. In general, term contracts will be offered in disciplines which are reasonably well developed.

f. A faculty member serving a term appointment shall be considered for a tenured position should there occur a change in his or her discipline due to growth, tenured peer retirement, or other pertinent reasons. Such recommendations for tenure must follow the procedures specified below.

g. In cases of special merit, the Board may grant tenure to a faculty member who has served less than the time period specified in-

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Section 2.a. of this Article if tenure is recommended by the CPC and the President.

h. It is recognized that from time to time the growth and development of the Institute may require the addition to the faculty of scholars and researchers of great distinction. Accordingly, the President may, with the approval of the Board, recruit, select, appoint, reappoint, or promote faculty members with or without the granting of tenure, the number of appointments with tenure not to exceed one (1) per semester.

i. The decision of the Board on all matters of tenure, term contracts, and terminal contracts shall be final and binding and shall not be subject to arbitration.

j. A tenured faculty member shall have continuous reappointment unless he or she resigns or retires, is dismissed pursuant to the provisions of the Constitution of the Academic Senate, or is terminated pursuant to Article XIV of this Agreement.

k. Regular part-time members of the instructional and research faculty shall not be eligible for tenure.

l. The procedures for tenure shall parallel those for reappointment and promotion via the CPC route pursuant to Article XII of this Agreement.

m. Appointments for faculty members which are either terminal or term shall also follow the CPC route pursuant to Article XII of this Agreement.

ARTICLE [illegible]

REDUCTION IN FORCE

1. A member of the bargaining unit may be terminated because of the elimination, reorganization, or curtailment of courses of instruction or services in his center or office.

2. An initial decision that a reduction in the number of members of the bargaining unit for any of the reasons stated in Section 1 of this Article shall be given to the Academic Senate for its advice on how to facilitate such reduction. After review of the Senate's recommendations and statement of reasons, the President shall make his final decision. The President shall inform the Senate of his final decision in writing. The decision of the President shall be final and binding subject to the provisions of Article XVII.

3. A final decision that a reduction in the number of faculty members is required shall be made in sufficient time for a faculty member who is to be terminated for the reasons stated in Section 1 of this Article to receive notice of nonreappointment in accordance with Article XII of this Agreement. A faculty member in his/her third or subsequent year of teaching at the Institute, who is to be terminated for the

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reasons stated in Section 1 of this Article, shall be granted a one-year terminal reappointment by the Institute. The preceding two sentences are subject to the provision that the termination is not required because of bona fide financial exigency, a natural catastrophe, or an act of God.

4. Academic staff members subject to termination for the reasons stated in Section 1 of this Article who are working under a one (1) year contract shall be given at least thirty (30) days' notice, and those with a two (2) year contract at least sixty (60) days' notice.

5. Where a faculty member, tenured or not tenured, is terminated because of bona fide financial exigency, serious consideration shall be given to the granting of one year's notice.

6. In some cases, an arrangement for the early retirement of a tenured faculty member may prove to be desirable if the faculty member is agreeable to it.

7. In the case of a termination of a faculty member pursuant to Section 1 of this Article, retention priorities shall be in the following order:

a. Qualified tenured faculty in the order of seniority by date of tenure.

b. Qualified nontenured, full-time faculty in the order of seniority by date of initial appointment.

c. Qualified regular part-time faculty in the order of seniority by date of initial appointment.

Determination of qualified faculty within a particular subject matter shall be made by the CPC in that subject area.

8. In the case of a termination of a member of the academic staff pursuant to Section 1 of this Article the termination shall be on an office or department basis (i.e., Library Department, or Office of Student Services), in the order delineated in Parts b. and c. of Section 7 of this Article.

9. Members of the bargaining unit terminated pursuant to Section 1 of this Article shall be entitled to recall in inverse order, that is, the last qualified member terminated shall be the first recalled.

ARTICLE XV

ACADEMIC SENATE

The Academic Senate's composition and scope of activities will be spelled out in its constitution.

ARTICLE XVI

ACADEMIC ORGANIZATION

1. The Institute functions through a discrete number of Centers. The mission of each Center is threefold: instruction, research, and community service.

2. Each Center will be headed by a Dean/Center Director reporting to the Academic Vice President. As per Article II of this document, Deans/Directors are excluded from membership in the bargaining group.

3. A Dean/Center Director may appoint a number of Associate Center Directors and Coordinators to assist in the administration of a specific Center. Such Associate Center Directors and Coordinators may be drawn from the membership of the collective bargaining unit. In such instances, the faculty member so selected will continue to teach the number of ELH prescribed for his/her rank by Article IX, Section 1, paragraph (b) of this document. Such Associate Center Directors and Coordinators will be given a separate appointment letter spelling out in detail his/her administrative duties, as well as the estimated effort hours and the concommitant stipend. This stipend will be predicated on an hourly rate equal to one-half the adjunctive teaching rate per ELH for the appropriate faculty rank as indicated in Article VII, Section 3 of this document. The specific number of hours for the workload of an Associate Director or Coordinator may vary from Center to Center depending upon the needs of a particular Center. Summer work, if agreed to by the Dean/Director and Associate Director or Coodinator will accrue compensation at the same rate. The Council recognizes that it is a prerogative of the administration to establish administrative titles.

4. Some Centers may include several academic disciplines within their jurisdiction. In order to preserve the governance structure spelled out in this document, for the purposes of CPC and Academic Senate selection and procedures, members of a specific academic discipline formerly represented as an academic department will continue to be identified even if structurally coming from more than a single Center. These disciplines are:

Architecture
Behavioral Sciences
Business Administration
Clinical Nutrition
Communication Arts
Computer Science
Economics

Education
Electrical Engineering
Electrical Technology
Energy Management
English
Fine Arts
Hotel/Restaurant Administration
Industrial Engineering
Labor and Industrial Relations
Life Sciences
Mathematics
Mechanical Engineering
Mechanical Technology
Physics
Social Sciences

ARTICLE XVII

GRIEVANCE AND ARBITRATION PROCEDURES

1 **Intent**

The Council and the Institute agree that they will use their best efforts to encourage the prompt settlement of complaints and grievances which may arise between a member or members of the bargaining unit and/or the Council and the Institute.

2. **Definitions**

a. A complaint is an informal claim by a member or members of the bargaining unit of improper, arbitrary, or discriminatory treatment by the Institute. Complaints shall be disposed of through the informal procedures provided in Part 3 of this Article.

b. A grievance is any dispute between a member or members of the bargaining unit or the Council and the Institute involving the application and/or interpretation of the specific terms of this Agreement.

c. Arbitration is the proceeding before the American Arbitration Association provided for in Part 5 of this Article.

3. **Informal Procedures for the Resolution of Complaints and Grievances — Step 1**

A member of the bargaining unit who believes that he/she has a complaint under this Agreement shall discuss the matter promptly with the President of the AAUP Chapter who will attempt to resolve the matter informally with relevant Institute representatives. Should the matter not be quickly and satisfactorily resolved after such discussion, the Chapter may file a grievance in Step 2.

4. Internal Procedures for the Resolution of Grievances — Step 2

a. A grievance, other than a grievance referred to in Part 5, Section b. of this Article, shall be filed no later than thirty (30) calendar days after it was found to exist or reasonably should have been found to exist or in cases where informal resolution is sought pursuant to Part 3 of this Article, no later than thirty (30) calendar days after the grievance was presented as described in Step 1, or it may be considered waived.

b. A grievance shall be filed in writing and shall state the reasons for the grievance in detail and the remedy sought.

c. If the grievant is a member or members of the bargaining unit or the Council, the grievance shall be filed with the Institute. If the grievant is the Institute, the grievance shall be filed with the Council.

d. Within fifteen (15) calendar days of receipt of a grievance, there shall be a conference between the President or his designee, a representative of the Council, and the grievant, if the grievant is not the Institute or the Council.

e. Within fifteen (15) calendar days after this conference, the party with whom the grievance is filed shall issue his/her decisions with reasons in writing to the grievant with a copy to the Council, if the grievant is not the Institute or the Council.

5. Arbitration — Step 3

a. If the grievance has not been settled at Step 2, the Council or the Institute, may notice the grievance for arbitration before the American Arbitration Association (hereinafter referred to in this Article as the "Association") within ten (10) calendar days of receipt of the decision at Step 2.

b. A grievance concerning a decision of the Board with reference to faculty retrenchment, dismissal and other discipline may be noticed before the Association immediately on receipt of the Board's decision. The only issue submitted to the arbitrator shall be the question as to whether the decision of the Board was arbitrary or capricious.

c. The party seeking arbitration shall request the Association to submit a panel of arbitrators for selection by the parties, and the arbitration shall be conducted in accordance with the rules of the Association.

d. In no event shall the arbitrator have the authority to add to, subtract from, modify, or amend the terms of this Agreement.

e. Only one (1) grievance shall be submitted to one (1) arbitrator for determination.

f. The decision of the arbitrator shall be final and binding subject to appeal by either party to the applicable court.

g. All necessary expenses of arbitration except counsels' fees shall be borne equally by the parties.

ARTICLE XVIII

WORK OR BUSINESS INTERRUPTION

1. The Council and the Institute subscribe to the principle that any and all differences under this Agreement be resolved by peaceful and appropriate means without interruption of the Institute's program. The Council, therefore, agrees that during the term of this Agreement, it shall not instigate, engage in, support, encourage, or condone any strike, work stoppage, or other concerted refusal to perform work by any of the bargaining unit members covered by this Agreement.

2. The Institute agrees that during the term of this Agreement, it shall not lock out any or all of the bargaining unit members covered by this Agreement.

ARTICLE XIX

EXCHANGE OF INFORMATION

1. The Institute and the Council agree to consider and to answer requests for information properly submitted by one to the other. This does not obligate either the Institute or the Council to provide the requested information. A request for information submitted in writing shall be answered in writing.

2. The Institute shall provide the Council with notice of all persons employed in the bargaining unit after September 1, 1983, within thirty (30) calendar days of the date of execution of this Agreement or within thirty (30) calendar days of the date of employment, whichever is later, and notice of all changes in faculty and academic staff status within sixty (60) calendar days of the date of the change.

3. All written communications from the Institute to the Council shall be sent to the Presidents of the Chapters. All written communications from the Council and/or the Chapters to the Institute shall be sent to the President.

ARTICLE XX

FACULTY RESIGNATIONS

1. A faculty member may terminate his/her appointment or reappointment effective the end of the academic year, provided that he/she gives notice in writing at the earliest possible opportunity, but not later than May 15th or thirty (30) days after receiving notification of

the terms of his/her reappointment for the coming academic year, whichever occurs later.

2. A faculty member may properly request a waiver of notice required as stated in Section 1 of this Article in case of hardship or in a situation where he/she would otherwise be denied substantial professional advancement or other opportunity. In these circumstances, a request for waiver may be granted.

3. In the event that a faculty member fails to fulfill his/her employment agreement during a teaching semester, he/she will be considered as an adjunct teacher from the beginning of the semester in which this occurs as far as payroll is concerned and his/her salary shall be adjusted accordingly.

ARTICLE XXI

SEPARABILITY

In the event any provision of this Agreement, in whole or in part, is declared illegal, void, or invalid by any court of competent jurisdiction, all of the other terms, conditions, and provisions of this Agreement shall remain in full force and effect.

ARTICLE XXII

DURATION OF AGREEMENT

This Agreement shall be effective September 1, 1983, in all its terms and conditions and shall continue in full force and effect until August 31, 1986, and shall be automatically renewed thereafter for further periods of one year unless either party notifies the other in writing by certified mail at least sixty (60) days prior to the expiration of this Agreement or any subsequent annual anniversary date, of its desire to make changes herein or to terminate the Agreement.

COUNCIL OF METROPOLITAN AND OLD WESTBURY CHAPTERS, AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

By: Bernard Gleimer

By: Sidney Hook

NEW YORK INSTITUTE OF TECHNOLOGY

By: David G. Salten